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South Country Central School District  
And Bellport Teachers Assn

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## NEGOTIATED AGREEMENT

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**AND**

**BELLPORT TEACHERS ASSOCIATION**

**SEPTEMBER 1, 1994**

**THROUGH**

**AUGUST 31, 2002**

**RECEIVED**

MAY 29 2001

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

402

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## ARTICLE I

### RECOGNITION

- A. The Board has heretofore recognized the Bellport Teachers Association as the exclusive representative of the teachers' negotiating unit of the employees of the school district for the purpose of negotiation with respect to the terms and conditions of employment.
- B. The term "teachers' negotiating unit" as used in this agreement includes the following persons and no others: classroom teachers who are certified and under contract to teach at least one regular period per day, librarians, nurse-teachers, guidance counselors, attendance teachers, reading teachers, paraprofessionals, social workers, school psychologists, department chairmen, clinic teachers, and intern teachers who teach at least one period per day, special teachers, regular substitute teachers, including any of the above who may be on approved leave of absence or sabbaticals. The term "certified classroom teachers" does not include temporary substitute teachers or others working on per diem basis, and it does not include principals, assistant principals, coordinators, administrative assistants, or directors.
- C. The Association agrees to represent equally all personnel in this negotiating unit without regard to membership or participation in the activities of the Association, or any other employee organization, and to continue to admit teachers to membership without qualification other than payment of dues and employment in South Country Central School District of the Town of Brookhaven, Suffolk County, New York.
- D. The parties agree that the recognition given the Association shall entitle the Association to the right set forth in Paragraph 208 of the Public Employees' Fair Employment Act, including among other things, unchallenged representation status for the maximum period provided by law.

## ARTICLE II

### DUES DEDUCTION

- A. The District agrees to deduct from the salaries of its employees in this negotiating unit dues for the Bellport Teachers Association.
- B. The Association shall certify to the district in writing the current rate of its membership dues and shall notify the district of any change in the rate of the membership dues for which it is deducting, but such change shall not become effective until the beginning of the following school year. An Agency Fee will be deducted for all non-unit members as determined by the Bellport Teachers Association.
- C. Deductions referred to in Section A above shall be made in the following manner: The total of the deductions indicated in the PAYROLL DEDUCTION AUTHORIZATION shall be deducted in fifteen (15) substantially equal installments starting with the first paycheck on or after October 15.
- D. No later than October 1st of each year, the Association shall provide the district with a list and the original signed PAYROLL DEDUCTION AUTHORIZATION of those employees who have voluntarily authorized the district to deduct dues for the Association.
- E. The District shall, following each pay period in which a dues deduction is made, transmit the amount so deducted to the Association. The first and the final transmittal of dues shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.

### ARTICLE III

#### NEGOTIATION PROCEDURES

- A. No later than January 10, 2002, the parties will enter into good-faith negotiations over a successor agreement covering the following school year. If such an agreement is not concluded by March 7, 2002, either party may request the Public Employment Relations Board to assist the parties to reach agreement according to the provisions of Section 209 of the Civil Service Law and amendments thereof.
- B. The terms and conditions of employment provided in this agreement shall be in effect unless altered by mutual agreement in writing between the parties. Because of the special nature of matters directly related to the public educational process, it is recognized that such matters may from time to time arise which may be of vital mutual concern to the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise constructively considering such matters.
- C. Neither party in any negotiation shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and reach compromises in the course of negotiations.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### SECTION I - DECLARATION OF PURPOSE

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceeding before administrative agencies and/or in the courts.

#### SECTION II - DEFINITIONS

- 2.1 The term "grievance" shall mean any dispute between the parties hereto with respect to the meaning or interpretation of any provision of this agreement. The denial of tenure shall not constitute a grievance within the meaning of this contract and shall not be an arbitrable matter.
- 2.2 The term "Supervisor" shall mean any department chairperson, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officers.
- 2.3 The Chief Officer is the Superintendent of Schools.
- 2.4 Association shall mean Bellport Teachers Association.
- 2.5 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- 2.6 Party in Interest shall mean the Grievance Committee of the Association and any party named in the grievance who is not the aggrieved party.
- 2.7 Grievance Committee is the committee created and constituted by the Bellport Teachers Association.
- 2.8 Hearing Officer shall mean any individual or board charged with the duty rendering decisions at any state on grievances hereunder.

## **ARTICLE IV -GRIEVANCE PROCEDURE (cont'd)**

### **SECTION III - PROCEDURES**

- 3.1 All grievances shall include the name and the position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for the causing of the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for informal decisions at Stage 1-A, all decisions shall be rendered in writing at each step of the grievance procedures, setting forth findings of fact, conclusions and supporting reasons. Therefore, each decision shall be promptly transmitted to the aggrieved party and the Association.
- 3.3 If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2.
- 3.4 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all materials, relevant documents, communication and records concerning the alleged grievance.
- 3.6 Except as otherwise provided in Section 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceeding made at each and every stage of this grievance procedure.
- 3.7 No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.



#### ARTICLE IV - GRIEVANCE PROCEDURE (cont'd)

- 3.10 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 3.11 If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in this negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 3.12 The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1-A and all written decisions at all stages. Official minutes will be kept at the Board expense of all proceedings in Stage 2. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two (2) days after the conclusion of hearings at Stage 2 and they shall advise the appropriate hearing officer of any errors in said minutes. Any such claim of the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee and the Board, but shall not be deemed a public record.
- 3.13 The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any form.

#### SECTION IV - TIME LIMITS

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by the parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below and such grievance shall be deemed waived unless written grievance is forwarded at the first available stage within forty-five (45) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

#### ARTICLE IV - GRIEVANCE PROCEDURE (cont'd)

- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

#### SECTION V - STAGES

##### 5.1 STAGE 1: SUPERVISOR

- a. A teacher having a grievance will discuss it with his supervisor either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within four (4) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his representative and the Association.

##### 5.2 STAGE 2: CHIEF EXECUTIVE OFFICER

- a. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within seven (7) school days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within twenty-one (21) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within seven (7) school days after the receipt of the appeal, the Chief Executive Officer, or his duly authorized representative shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.

#### ARTICLE IV -GRIEVANCE PROCEDURE (cont'd)

- d. The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within seven (7) school days after the conclusion of the hearing.

#### 5.3 STAGE 3: ARBITRATION

- a. After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 2, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Superintendent within twenty-one (21) school days of the decision at Stage 2.
- b. Within seven (7) school days after such written notice of submission to arbitration, the District and the Association will agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The two parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) school days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties regarding the meaning or interpretation of any provision of this agreement.
- f. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

## ARTICLE V

### ASSOCIATION RIGHTS

- A. The Association shall have the use of bulletin boards located in areas designated as teachers' rooms; individual teachers' mailboxes; inter-school mail communications (PONY); telephones for local calls; mimeographs, duplication and reproduction processes; provided, however, that the use of mimeograph, duplication and reproduction processes shall be during business hours only, and provided further that the use thereof shall not interfere with or disrupt the conduct of the regular district business.
- B. The Association shall have the use of building facilities without cost for the purpose of meetings during the times when buildings are manned by custodial staff, provided such use does not interfere with the instructional programs or previously scheduled programs.
- C. Teachers shall have the right, freely and without fear of penalty or reprisal to form, join or assist teacher organizations to participate through a representative of their own choosing in decisions concerning terms and conditions of employment.
- D. The Board agrees to furnish the Association all available information concerning financial resources of the District, tentative budgetary requirements, and such other information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers in the negotiating unit. In no case shall the Association representative remove any Board Records from the Board's offices without the written consent of the Board.
- E. Normally, negotiation meetings shall not be scheduled during the school day. If negotiation meetings between the Board and the Association are scheduled during the school day, by mutual consent, the representatives of the Association will be relieved of all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
- F. In order for the Association to properly administer this agreement for the benefit of the teachers and the welfare of the school system, the work load assigned to the President of the Association during the term of his office will, whenever administratively feasible, be less than that assigned to other teachers employed in comparable positions in the school system. It is also agreed that the President of the Association, or his designated representative, will have access to all school buildings and to all teachers, provided that the exercise of this right will not interfere with the educational program. The President, or his designated representative, will notify the Principal, or the person in charge, upon his arrival in the school. The Association shall be granted up to ten (10) days' leave for Association conferences. Advance notice of who will go and the requested dates shall be submitted to the Superintendent.
- G. The Association, upon its request, shall be given an early place on the agenda of regular meetings of the Board for reports and announcements.
- H. The Association shall be notified of any anticipated federal and state programs.

## **ARTICLE V - ASSOCIATION RIGHTS**

- I. The Association shall be given an early place on the agenda of the Orientation Program of new teachers.
- J. Reports of all funds, federal, state, and local (above and beyond the regular school budget) as reported by the school district Treasurer's Report shall be sent to the President of the Association within ten (10) days after being reported to the Board.
- K. The Association meetings shall be held so that they shall not interfere with faculty or school meetings or the normal teaching operation.
- L. The work year shall be 180 days in addition to one orientation day and two days for Staff Development during which the students will not be present, bringing the school year to 183 days.
  - 1. In instances where the calendar provides for emergency days and such days are not necessary, the unused emergency days shall be added to the Memorial Day recess.
  - 2. In the event that more than the scheduled emergency days are used, the calendar shall be adjusted to ensure a minimum of one-hundred eighty (180) days of instruction.
  - 3. Two half days shall be scheduled for elementary teachers for completion of clerical duties near the conclusion of the school year, prior to the last day of school.

## **ARTICLE VI**

### **ACADEMIC FREEDOM**

- A. The Board and the Association seek to educate young people in the democratic tradition, to foster a recognition of individual responsibility and to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teachers is encouraged.
- B. Academic freedom shall be guaranteed to all teachers, and no limitations shall be placed upon study, investigation, presenting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject only to accepted standards of professional educational responsibility. The use of the teacher's creativity, inventiveness, and special skills is encouraged in his teaching assignment.
- C. Freedom of individual conscience, association and expression within the meaning of this article will be assured and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- D. Academic freedom for teachers in no way limits the right of the State and District Board to establish the basic curriculum, or the obligation of the teacher to follow the prescribed curriculum.
- E. An administrator may meet with any teacher alone and in private at any time in connection with any aspect of the teacher's instructional and contractual responsibilities. However, should a teacher feel a topic is threatening or might violate his or her rights, the teacher may request the postponement of this meeting and the involvement of a BTA representative. In all but emergency situations, this consideration will be granted.

## ARTICLE VII

### SICK LEAVE - OTHER ABSENCES

#### A. SICK LEAVE

1. All teachers who are absent on account of personal illness or injury or on account of the illness or injury of a member of the teachers' family will be entitled to thirteen (13) days of sick leave with pay each school year as of the first official day of said school year whether or not they report for duty on that day. In addition, teachers with fourteen (14) or more years of service within the district will receive one additional day of sick leave for each additional year of service beyond the fourteenth year; i.e., 15th year of service - fourteen (14) days of sick leave; 16th year of service - fifteen (15) days of sick leave, etc., to a maximum of twenty (20) days per year.
2. Teachers will be entitled to accumulate days of sick leave at the above-mentioned rates up to a maximum of two hundred ten (210) school days.
3. Teachers with an accumulation of fifty (50) days or more on June 1, may request redemption of up to fifteen (15) days at a rate of \$64 per day in 1997/98, \$66 per day in 1998/99, and \$68 per day in 1999/2000. Request for this redemption must be received by the personnel office prior to June 15.
4. A teacher absent due to personal illness and/or non-compensable injury whose sick leave has been exhausted thereby may apply to the Sick Bank Governing Board for additional sick leave days from the sick bank and receive payment therefore from the District or the Governing Board's Director for the waiting period between the exhaustion of the sick leave and the commencement of eligibility for long term disability.

The bank shall be initially funded by the assessment of one full sick day per teacher effective September 1, 1991. Every teacher hired thereafter shall be assessed one sick day from their first year of sick leave to be credited to the bank. At the end of each school year, by July 1, the District will inform the BTA President of the number of days remaining in the bank and provide an itemization of days addition to the bank and days withdrawn from the bank since the previous annual statement.

The District shall notify the BTA President when the fund balance reaches fifty (50) days, at which time the District shall assess each current member one additional day. The sick bank shall be administered by a governing board appointed by the BTA. The Superintendent may appoint one non-voting liaison to the governing board who shall be entitled to attend all of its meetings.

The governing board shall establish rules for the receipt of applications, verification of claims and the determination of awards from the bank to the individual applicants. The governing board shall have no power to impose cost or responsibilities on the District other than the payment for sick days. The Board of Education and the District shall not be liable for any discretionary actions of the governing Board.

## ARTICLE VII - SICK LEAVE - OTHER ABSENCES (cont'd)

### B. PERSONAL LEAVE

Teachers are entitled, according to their best judgment, two (2) personal leave days, all to be taken without reason. Personal days may not be used on a school day immediately preceding or immediately following a school holiday or vacation without the approval of the superintendent. Requests for such leave shall be made to the superintendent in writing no less than ten (10) days prior to the school holiday or vacation period. In cases of emergency situations, each instance shall be evaluated by the superintendent on its own merits. Unused personal days shall be converted to and included within a teacher's accumulated sick days as of June 30.

### C. DEATH LEAVES

1. A teacher shall be allowed up to five (5) days with pay for the death of a spouse, child, parent, parent-in-law, brother or sister, and up to two (2) days with pay for the death of any other member of his immediate family. The leave shall not be charged against sick leave or personal leave days.
2. In addition to spouse, child, parent, parent-in-law, brother or sister, the term "immediate family" means, grandparent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, legal guardian, and any other relative residing in the household of which the teacher is a part.

### D. EDUCATIONAL DAYS

Teachers may apply to the superintendent for leave with pay to visit other schools or to attend educational conferences for purposes beneficial to the district. The granting or denial of such leave shall be in the discretion of the superintendent and may not be subject of a grievance.

### E. SUBPOENAS AND JURY DUTY

Each teacher shall be granted such leave with full pay as may be necessary in order to respond to a court subpoena or to perform jury duty. All monies the teacher receives as a fee for serving as a juror must be paid over to the district.

### F. CHILDBEARING AND/OR CHILDREARING LEAVE POLICY

1. Childbearing
  - a. A teacher who is unable to fully perform the role of the teacher due to pregnancy or a pregnancy related illness may utilize sick leave provisions the same way as any other teacher who is ill.
  - b. One month's notice, if possible, from the date of the beginning of this leave will be given to the Superintendent of Schools.
  - c. The Superintendent of Schools shall receive the required medical certification of the teacher's physical ability to perform duties prior to the time the teacher returns from this leave.



## **ARTICLE VII - SICK LEAVE - OTHER ABSENCES (cont'd)**

- d. Upon return from this specific leave, teachers will be returned to their former position and location. If the teachers position should be abolished according to Education Law 2510, the teacher will be placed on a preferred eligible list for seven (7) years. Upon recall, the teacher will be placed into the same tenure area they occupied prior to their being excessed. Should an involuntary transfer be necessary, all provisions provided for in Article XV, Transfers, of the BTA contract will be adhered to.

### **2. Childrearing**

- a. Teachers shall be granted a childrearing leave of absence upon written notification to the Superintendent of Schools at least one month before the leave is scheduled to begin. The leave of absence shall be without pay and the step increment will not accrue. Said written request shall include the date of initiation and termination of the leave which shall be coincidental with applicable semester. The teacher shall provide the district with one months notice of the date they will return to work.
- b. A childrearing leave may not extend beyond four full semesters.
- c. Childrearing leave may be utilized for the adoption of children.
- d. Upon return from childrearing leave, teachers will be returned to a comparable position in their area of certification and tenure. If the teacher's position should be abolished according to Education Law 2510, the teacher will be placed on a preferred eligible list for seven (7) years. Upon recall, the teacher will be placed into the same tenure area they occupied prior to their being excessed. Should an involuntary transfer be necessary, all provisions provided for in Article XV, Transfers, of the BTA contract will be adhered to.

### **3. Returning from Leave**

- a. All benefits and rights accumulated by a faculty member prior to the effective date of the leave of absence shall be resumed upon return to service.
- b. Seniority and salary increments shall not accrue to persons on childrearing leave.

### **G. PART-TIME TEACHERS**

All part-time teachers under yearly contract will receive sick leave in the same manner provided for full-time teachers as specified in Paragraph A; e.g., a half-time teacher is eligible for thirteen (13) half-days of sick leave. The part-time teachers will also receive the same leave as specified in Paragraphs B and C. All such leaves shall not be cumulative.

- H. Teachers will be notified of accumulated sick leave along with the notice of salary which is issued each year.

- I. OTHER LEAVES - A teacher may request a leave of absence without pay up to one year for other personal reasons. This leave may be granted at the sole discretion of the Board.

## ARTICLE VIII

### FINAL YEAR INCREMENT

A teacher who is eligible for retirement under the New York State Teachers' Retirement System and who shall submit his resignation for retirement purposes by February 1, to take effect following the end of the school year, shall be eligible for an increment based on 50% of the accumulated sick leave. The per diem salary is computed by dividing the teachers salary by 200 (days).

A notice of intent to retire must be submitted by February 1 of the year of retirement. It is understood that this resignation for retirement purposes may not be rescinded after May 1 of the same year.

In the event such teacher does not retire after giving notice of retirement to the superintendent, any monies paid under this article shall be deducted from his salary in the subsequent year.

## **ARTICLE IX**

### **RETIREMENT INCENTIVE**

There shall be a retirement incentive as follows:

- A. \$30,000 to each teacher who retires in the first year of eligibility.
- B. \$15,000 to each teacher who retires in the second year of eligibility.
- C. Eligibility to retire shall be defined as the eligibility to retire as determined by the New York State Teachers Retirement System. Disability retirement is not applicable.
- D. Effective September 22, 1997, a one time retirement incentive of \$45,000 shall be paid to an employee who is eligible to retire on or before August 31, 1998, provided the employee notifies the District of his/her intention to retire by February 1, 1998. Such notice of intention to retire becomes irrevocable on April 1, 1998 unless revoked prior thereto.

## **ARTICLE X**

### **CLASS SIZE**

Whenever feasible, the Board of Education will comply with the recommendation of the Commissioner of Education as to class size which shall not, however, preclude the introduction of pilot or experimental programs.

Every effort will be made to assure equitable distribution of class size.

## ARTICLE XI

### TEACHING HOURS AND TEACHING LOAD

- A. The normal working day for all teachers as defined in Article I (B) shall be seven (7) consecutive clock hours, including a duty free lunch period of forty (40) minutes.
- B. Normally, Middle and Senior High School teachers shall not be assigned more than five teaching periods not to exceed fifty (50) minutes each or in the case of modular scheduling or team teaching, a maximum of twenty (20) hours of instruction per week, and an administrative period which may include the supervision of study halls, at the discretion of the building principal. For science teachers, a laboratory period will be equated with a teaching period.
- C. Whenever possible, the Board shall provide kindergarten teachers time for parent conferences.
- D. In those situations where both morning and afternoon kindergarten classes must meet in one session, the principal and teachers concerned shall preplan a mutually agreeable program which may include special teachers in that building and/or classroom helpers.
- E. Special subject teachers shall consult with the kindergarten teachers weekly. The special subjects shall include art, music, and library.
- F. In addition to their regular duties, the teachers will continue to engage in professional activities in order to evaluate, modify, and/or revise the educational program as dictated by the demands of a modern educational system.
- G. In the event that school should be called off for any reason, such announcement of the closure of school shall be made as soon as practical. Announcements of the closure of school shall be made on all local stations which will carry the announcement.
- H. All elementary teachers, including specialists, shall have two-hundred (200) minutes of duty-free preparation time per week in the student day, with a minimum of twenty-five (25) consecutive minutes per day.
- I. If any teacher in the seventh through twelfth grades should have six (6) teaching periods and one (1) administrative period throughout a semester, he shall receive as a premium for that semester one-half of a sum of money equal to 20% of Step 1 of the column of the salary schedule on which the teacher involved is being paid unless the teacher is on Step 10 or higher of the salary schedule, in which event the premium shall be one-half of a sum of money equal to 20% of Step 5 of the same column of same salary schedule.

## **ARTICLE XI - TEACHING HOURS AND TEACHING LOAD** (cont'd)

- J. If any teacher in the seventh through twelfth grades should have six (6) teaching periods but no administrative period throughout a semester, he shall receive as a premium for that semester one-half of a sum of money equal to 16 2/3% of Step 1 of the column of the salary schedule on which the teacher involved is being paid, unless the teacher is on Step 10 or higher, in which event the premium shall be one-half of a sum of money equal to 16 2/3% of Step 5 of the same column of the same salary schedule.
- K. If any teacher in the seventh through twelfth grades should have five (5) teaching periods and two (2) administrative periods throughout a semester, he shall receive as a premium for that semester one-half of a sum of money equal to 16 2/3% of Step 1 of the B Salary schedule in effect during that semester.
- L. At the Senior High School, teachers may volunteer for a second administrative period which shall be the supervision of a cafeteria. Volunteers will be selected by the building principal and shall be paid according to the contractual terms of Article XI, Paragraph K. The computation of salary shall be pro-rated when the lunch period is not equal to a period of instruction.
- M. At the Middle School, teachers may volunteer for cafeteria duty. Volunteers will be selected by the building principal and shall be paid according to the contractual terms of Article XI, Paragraph K. The computation of salary shall be pro-rated when the lunch period is not equal to a period of instruction.

## ARTICLE XII

### FREEDOM FROM NON-PROFESSIONAL ACTIVITIES

- A. Monitor aides are non-professional personnel whose duties are to assist in the supervision of students in the cafeteria and playground and in the loading and unloading of buses.

Teachers shall be relieved of these duties except one (1) teacher shall be assigned on a rotating basis by the school principal to supervise the monitor aides in each of these areas, so that the aides performing the work are supervised by a teacher who shall be physically present during the activity for sufficient time to ensure commencement and continuity of the activity and in the building.

The Board shall provide an equal number of aides or assistants as there were aides in 1970-71.

- B. Whenever feasible, teachers shall not be required to perform clerical functions such as keeping clerical records, scoring standardized tests or keeping registers of attendance.
- C. Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor. In such event, the teacher will be relieved of all personal liability which may occur in connection with said trip provided such occurrence is within the scope of the teacher's employment.

## ARTICLE XIII

### TEACHER FACILITIES

A. Each school building shall have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the presentation of instructional materials. The Principal of the school will set up priority schedules for the use of ditto, mimeographing and other duplicating devices and shall give suitable weight to instruction needs. Teachers qualified in the use of such machines shall be permitted to use them within the priorities established.
3. Whenever feasible a furnished room be reserved for the exclusive use of teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
4. A serviceable desk and chair at each teaching station for the use of teachers assigned there.
5. Whenever feasible teachers shall be scheduled to meet their classes in a single designated classroom. If not feasible, such teachers shall be equipped with desk with storage space or a two-drawer file cabinet located in adequate space and privacy.
6. A communication system through which teachers can communicate with the main office in the building from their classrooms will be installed in all new buildings and in existing buildings where practicable.
7. Well-lighted, clean teacher rest rooms with assurance of privacy shall be provided in all future construction.

B. Classroom interruptions shall be kept to a minimum and, except in an emergency, regularized. One school day's notice shall be given to all teachers in cases of scheduling the release of student groups from classes.

C. When budgetary cuts for materials are made, such teacher shall have the opportunity to discuss such budget cuts with his immediate supervisor. Such discussion shall take place prior to such budget cuts.

D. The Board of Education shall provide adequate supplies and textbooks and coordinate the ordering of supplies and materials with curriculum changes.

## ARTICLE XIV

### TEACHER EVALUATION

- A. A standardized form will be used in the evaluation of all teachers in South Country Central School District. Such form shall be acceptable to the Association.
- B. Prior to writing an evaluation after an observation, the evaluator will have a conference with the teacher to discuss the proposed written evaluation. Such conference will be held as soon as possible and in no case later than three working days after the observation. As a result of the written evaluation, the teacher may request a post-conference meeting with the evaluator before signing the evaluation. The teacher will sign and return the evaluation as soon as possible but no later than three working days after receipt of the evaluation, or 3 working days after the post-conference meeting, as the case may be. There will be a summary end-of-the-year evaluation written by the building principal, or his designee. Upon request by the teacher, on or before April 15, the evaluator will meet with the teacher prior to writing the evaluation. The teacher will sign and return the evaluation as soon as possible, but no later than three working days after receipt of the evaluation.
- C. A probationary teacher will be informed of the Superintendent's recommendation concerning tenure as soon as possible prior to the expiration of his probationary period, and shall be informed of the final action of the school district on the granting or denial of tenure at least sixty (60) days prior to the expiration of his probationary period. If a probationary teacher has not resigned or been notified in writing that the school district has denied him tenure within sixty (60) days prior to the expiration of his probationary period, he shall be granted tenure.
- D. Teachers have the right, upon request to review the contents of their personnel file and to make copies of any and all materials contained in it. A teacher will be entitled to have a representative of the Association accompany him during such review.
- E. No material derogatory to the teacher's conduct, service, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, prior to the copy being filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.



## ARTICLE XV

### TRANSFERS

#### A. VOLUNTARY TRANSFERS

1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another school building, shall file a written statement of such desire with the Superintendent on a form available from the Superintendent or his designated representative. Such statement shall include the grade and/or subject to which the teacher desires to be transferred. Where such request contains a multiple choice, the grades, subjects, or schools shall be listed in order of preference. It shall be Board policy to give consideration to requests for transfer from personnel within the district before filling known vacancies with personnel from outside the district. The procedure for requesting transfers shall be established by a joint study committee comprised of two (2) members appointed by the association and two (2) appointed by the administration.
2. A teacher declared in excess in one (1) school shall have preference in filling a vacancy in the same area of certification in another school.

#### B. INVOLUNTARY TRANSFERS

1. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in South Country Central School District will be considered, together with instructional requirements and staff availability, in determining which teacher is to be transferred.
2. Notice of an involuntary transfer will be given to the affected teacher before such transfer is made and an opportunity given to the affected teacher to discuss such transfer with appropriate administrative officer.
3. Teachers who are involuntarily transferred will be transferred only to a comparable position if available. "Comparable position" means any position in the teacher's tenure area.
4. No teacher who is transferred shall, by reason thereof, lose his tenure status or be deprived of other rights under this agreement.

## ARTICLE XVI

### TEACHER PROTECTION - PERSONAL INJURY BENEFITS

- A. Teachers will immediately report, in writing, all cases of assault suffered by them in connection with their employment to their principal or immediate supervisor.
- B. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher for information in his possession relating to the incident or the persons involved.
- C 1. The School District agrees to hold teachers harmless from any financial loss arising out of any claim, demand, suit, criminal prosecution, or judgment by reason of any act or omission to act by such teacher within or without the school buildings, provided such teacher at the time of the act or omission complained of, was acting in the discharge of his duties within the scope of his employment or under the direction of the School District.
- 2. This shall include financial loss resulting to a teacher from taking students on trips authorized by the Administration or the School District, provided the teacher was acting in the discharge of his duties within the scope of his employment.
- 3. Teachers shall notify the Superintendent of any accident or claim against them which might be covered by this section within ten (10) school days after the accident occurs or the teacher knows of the claim. In addition, a teacher shall not be entitled to the protection of the three (3) aforementioned sections of this article unless within ten (10) school days of the time he is served with any summons, complaint, process, notice, demand, or pleading, he shall deliver the original or a copy thereof to the Superintendent.
- D. Whenever a teacher is absent from his or her employment and is unable to perform his or her duties as a result of an accident or an assault occurring in the course of their employment, no part of such absence shall be charged to his or her annual or accrued sick leave. The Bellport Teachers association agrees that if verification of an injury is required, appropriate procedures will be put into effect. This may include, pursuant to Education Law 913, examination by a School District Physician.
- E. The School District shall reimburse teachers for reasonable costs of replacing or repairing dentures, eyeglasses, hearing aids, or similar bodily appurtenances not covered by Workmen's Compensation which are damaged, destroyed, or lost as a result of an injury sustained in the course of the teacher's employment.
- F. The School District shall reimburse teachers for the cost within reasonable limit of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.

## ARTICLE XVII

### VACANCIES AND PROMOTIONS

- A. All vacancies in promotional positions, as defined in Section B of this Article shall be posted in a prominent position in every school building or shall be announced by the Superintendent and shall clearly set forth a description of the preferred qualifications for the position, including duties and salary scale.
  - a. When school is in session, such notice shall be posted far in advance as practicable, ordinarily at least fifteen (15) days before the final date when application must be submitted and in no event less than ten (10) days before such date.
  - b. Teachers who desire to apply for such vacancies shall submit their application in writing to the Superintendent or his representative within the time limit specified in the notice.
- B. Teachers who desire to be considered for new or promotional positions which may materialize during the time they are away shall submit in writing to the Superintendent a request for such consideration and complete information as to where and how they can be reached. The Superintendent shall see that such teachers are notified of any new or promotional vacancies and such notification shall set forth a description of and the qualifications for promotional vacancy including the duties and salary scale. Such notice shall be sent as far in advance as practicable, ordinarily at least fourteen (14) days before the final date for submission of applications.
- C. Promotional positions are defined as follows:  
Any positions with scheduled salaries higher than basic salary schedules for teachers and/or any positions on the administrative/supervisory level.
- D. All appointments to the aforesaid vacancies and openings shall be based on qualifications and experience. They shall be made without regard to age, sex, race, creed, color, religion, nationality, marital status or ancestry.
- E. Each South Country Central School District applicant for a promotional position who is not selected, if he so requests, will be given the opportunity to discuss such matters with the Superintendent.
- F. Among equally qualified applicants for extracurricular and co-curricular positions, membership in the collective bargaining unit shall be given great weight.

## ARTICLE XVIII

### TEACHER ADMINISTRATION LIAISON

- A. The Association shall select a Building Representative and an alternate representative for each school building and they shall meet with the building principal once every month during the school year to review and discuss local school problems and practices. Any such meeting may be canceled or adjourned by mutual consent.
- B. The Building Representative shall have the right to schedule association meetings in the school building after school, provided such meetings do not conflict with scheduled faculty, other academic meetings or instructional programs.
- C. The Building Representative, or his designee, shall be provided ten (10) minutes time at all faculty meetings to report on association matters affecting instructional matters. This time provided shall be during the faculty meeting.
- D. The Executive Council of the Association shall meet with the Superintendent, or his representative, and four (4) or more members of the Board upon application of either party, but not more than three (3) times within a school year, to review and discuss current school problems and practices and the administration of this agreement. Such meetings may be canceled or adjourned by mutual consent. It shall not be the purpose of the committee to act as a negotiating group in any way; rather, the purpose as stated above shall be in the direction of the achievement of mutual understanding.

## ARTICLE XIX

### TEACHER RECRUITMENT

- A. The recruitment of teachers for the filling of vacant positions will begin as soon as possible in the year to allow ample time for screening and alternate choice decisions. In order to assist the administration in determining the number of vacant positions, all teachers shall notify the administration as soon as possible of their departure, and in no case less than that time provided by law.
- B. It is Board policy that in recruiting personnel they will comply with the Education Law and the regulations of the Commissioner of Education. Each teacher shall hold a valid New York State Certificate in the area in which he or she functions except in emergency situations as outlined in the New York State Education Law.
- C. Applicants will be hired for the district and will be assigned to a school or schools where his services are required.
- D. The Board will be guided by present district policies with regard to interview of candidates.
- E. In seeking applicants for new teaching positions, the Board will take into consideration the nature of the student population in the district. In doing so, the Board agrees to consider the proposals for teacher recruiting made by the Association.
- F. Credit for Previous Experience:
  - 1. Teachers with experience who are hired for positions in the school system may be allowed full credit for full years of approved and appropriate teaching experience up to seven (7) years, military service and Peace Corps up to two (2) years, for a maximum of nine (9) years. Teachers may be given credit upon Board approval for the number of years of non-teaching employment in a field approved by the Superintendent as related to the teaching area assignment up to a maximum of two (2) years. Credit for teaching experience may exceed these limits upon Board approval.
  - 2. Unit members who have previously served in the District left the District's employ and who are currently employed by the District during the term of this agreement shall be given step credit for each full year of probationary or tenured service. The credit shall be limited to twelve (12) teachers during the life of this agreement.
- G. New Teacher Orientation - It is agreed that new teachers could be requested to be available up to a maximum of two (2) hours per month beyond the contractual work day to receive additional assistance from their supervisor(s). Furthermore, it is agreed that new teachers could be required to attend a new teacher orientation day to be established by the district.

## **ARTICLE XX**

### **SUBSTITUTE TEACHERS**

- A. The administration shall have the responsibility for obtaining substitute teachers and shall endeavor to obtain necessary substitute teachers. In the event that no substitute is hired, a classroom teacher fulfilling this duty shall be paid \$4 per day per student or pro-rated for portions of the day at the elementary level. Effective September 1, 1999, the daily rate shall become \$5 per student. At the secondary level, teachers shall be paid on the basis of 20% of \$4 per period per student to a maximum of 37 students per period, but in no event less than \$21 per period in 1997/98, \$22 in 1998/99 and \$23 in 1999/2000. Effective September 1, 1999 the aforementioned rate of \$4 per period per student shall become \$5 per period per student.
- B. Teacher preference for a particular substitute shall be given due consideration.
- C. Substitutes hired for special areas such as shops, labs, etc., shall be familiar with workshop procedures and methodology whenever feasible.
- D. Whenever possible, appropriately qualified substitute teachers will be hired for all special subject area teachers when they are absent.
- E. If unable to report for work, teachers should call the answering service as designated in the building handbook in the evening after 7:00 P.M. or in the morning, preferably one (1) hour before school is scheduled.

## **ARTICLE XXI**

### **STUDENT DISCIPLINE**

Upon written request by the Bellport Teachers Association, a committee will be formed consisting of teachers and administrators to review and/or revise the current student discipline procedures. Findings of the committee will be made known to the Board in a joint report.

## ARTICLE XXII

### SALARY

In order to maintain a high standard of education in South Country Central School District, the Board agrees that an adequate salary schedule is necessary to attract and retain superior teachers. Accordingly, the Board agrees to the following:

A. Teachers will be paid on alternate Fridays, with the following exceptions:

1. One-half of a normal paycheck will be issued on the first Friday of the school year. The remaining half of a paycheck will be issued on the second Friday of the school year.
2. Any regularly scheduled pay day that falls on a scheduled school holiday will be moved forward to the last school day before that holiday, provided there are at least five (5) working days between the last regular pay day and the day before that holiday.

B. Salary schedule index as illustrated in Appendix A.

C. Salary schedules as illustrated in Appendices B,C,D,E,F,G.

1. Effective September 1, 1989, teacher on the B lane will be reclassified to the B+15 lane if all fifteen (15) credits used for reclassification are credits in an approved Masters degree program. Effective September 22, 1997 the B+15 lane is eliminated for all teachers hired after September 22, 1997.
2. The B+30 lane is eliminated for all teachers hired after September 1, 1982. Those teachers or staff hired prior to September 1, 1982 are eligible for the B+30 lane, but must have earned the necessary credits prior to September 1, 1984, after which date the B+30 Lane is shown only for those held safe-harmless.
3. Effective September 1, 1992, unit members possessing an earned degree of Ph.D. or D. Ed. from a university accredited by the NYS Department of Education shall be paid an additional stipend of \$515 in 1997/98, \$530 in 1998/99 and \$547 in 1999/2000 in addition to their step and column on the salary schedule.
4. The salary schedules in effect for the years 1994/95 through 1999/2000 are appendices B through G.
5. For the contract year 2000/2001:
  - a. a salary schedule will be developed consistent with Appendix A. It will include a CPI salary increase above the previous schedule of not less than 2% or more than 4%.
  - b. All other stipends and monetary allowances in the contract will be increase by 1/4 % more than the increase described in 5a above for the salary schedule.

## **ARTICLE XXII -SALARY (cont'd)**

- c. Any reference above to CPI shall mean CPI for Urban Consumers in the New York-Northeast New Jersey area from June 1, 1999 through May 31, 2000.

### **6. For the contract year 2001/2002:**

- a. A salary schedule will be developed consistent with appendix A. It will include a CPI salary increase above the schedule developed 2000/2001 of not less than 2% or more than 4%.
- b. All other monetary allowances and stipends in the contract will be increased by the same percentage in 6a above.
- c. Any reference in 6a or 6b shall mean CPI for Urban Consumers in the New York /Northeast New Jersey areas from June 1, 2000 through May 31, 2001
- d. The salary schedule and all stipends and monetary allowances that will be determined for the contract year 2001/2002 will remain in effect until modified by mutual agreement of the parties.

### **D. The Board agrees to provide the following career increments based upon longevity as follows:**

- 1. An increment of \$1,391 in 1997/98, \$1,433 in 1998/99 and \$1,480, in 1999/2000 to be paid at the end of twenty (20) years of teaching service with a minimum of fifteen (15) years of teaching service in the South Country Central School District.
- 2. And, a further increment of \$1,795 in 1997/98, \$1,849 in 1998/99, and \$1,909 in 1999/2000 to be paid at the end of 25 years of teaching service with a minimum of 20 years of teaching service in South Country Central School District.
- 3. And, a further increment of \$1,970 in 1997/98, \$2,029 in 1998/99, and \$2,095 in 1999/2000 to be paid at the end of twenty-eight (28) years of teaching service with a minimum of twenty-three (23) years of teaching service in the South Country Central School District.
- 4. Teaching service in the South Country Central School District shall include teaching service in the schools and/or buildings of those districts which were incorporated into the South Country Central School District at the time of centralization or South Haven merger.

### **E. Home Teaching is to be compensated at the rate of \$31 per hour for 1997/98, \$32 per hour for 1998/99, and \$33 per hour in 1999/2000.**



## **ARTICLE XXII - SALARY**

F. All summer school teaching positions shall be announced to the teaching staff of South Country Central School District and applications accepted and considered for such positions. Stipends are as follows:

Summer 1997 .....	\$2,109 per course
Summer 1998 .....	\$2,172 per course
Summer 1999 .....	\$2,243 per course

G. Upon being granted tenure, a teacher's salary will be increased by a tenure increment that will be added to the salary each year thereafter. The increment will be \$289 in 1997/98, \$298 in 1998/99 and \$308 in 1999/2000.

H. When the occasion arises for a teacher(s) to be employed by the South Country Central School District to teach an in-service course, the following shall be in effect:

1. One in-service credit shall be equated to fifteen (15) clock hours of classroom instruction.
2. The rate of pay per in-service credit shall be \$591 for the 1997/98 school year, \$609 for the 1998/99 school year and \$629 for the 1999/2000 school year.
3. In instances where two or more teachers share the responsibility for instruction, the per-credit fee shall be shared among the teachers.

I. When the occasion arises for a teacher(s) to be employed by the South Country Central School District to prepare curriculum during the summer months, the following rates shall be in effect:

Summer of 1997 .....	\$34 per hour
Summer of 1998 .....	\$35 per hour
Summer of 1999 .....	\$36 per hour

J. Faculty in the P.M. High School will be compensated as follows:

1. Academic teachers in the P.M. High School will be compensated for teaching two additional periods under the provisions of Article XI, Paragraph J. No academic teacher in the P.M. High School faculty prior to September 1, 1988, will receive less compensation under this article than if he were on Step 10 of the M Lane of this salary schedule.
2. Physical education teachers in the P.M. High School will be compensated for teaching one additional period under the provisions of Article XI, Paragraph J.
3. Advanced Placement teachers will be compensated each year for thirty-five (35) hours of subject preparation for each Advanced Placement program taught. Payment will be made upon the completion of the course and will be at the summer curriculum rate in effect for the summer following course completion.

**ARTICLE XXII -SALARY** (cont'd)

- K. Teachers teaching in the elementary enrichment program shall be compensated. The compensation rate in 1997/98 is \$38 per session, in 1998/99 the rate is \$39 per session and in 1999/2000 the rate is \$40 per session.
- L. Teacher teaching in a building homework clinic shall be compensated. The compensation rate for the 1997/98 school year is \$31, in the 1998/99 school year the rate is \$32 and in the 1999/2000 school year the rate is \$33 per session.

## **ARTICLE XXIII**

### **FRINGE BENEFITS**

- A. 1 The District agrees to follow all bylaws of the Suffolk School Employees Health Plan.
2. If a member of the BTA negotiating unit is an elected trustee of the Suffolk School Employees Health Plan, he/she will attend all trustee meetings held during the school day without the use of such days being charged against personal days, sick days, or BTA days. No loss in pay will be assessed for attending such meetings. A timely notice of such absence shall be given to the district to arrange for class coverage.
  3. Full participation rights in the district's health insurance will be extended to the surviving spouse of a deceased, active teacher at no cost to the district. (Laws of COBRA)
  4. Upon retirement, a teacher and the district will enter into an individual contract (Appendix H) that will provide health insurance benefits to the retiree and his/her dependents. For teachers who retire before September 1, 1998, the District agrees to pay 100% of the cost of premium for health benefits for the retiree (Individual Plan) and 90% of the premium difference between the Family Plan and the Individual Plan for dependent coverage. Thereafter, for all new retirees, the District agrees to pay the negotiated percentage in effect at the date of retirement.
  5. For the 1997/98 school year the Board shall assume the full cost of the present medical insurance plan now provided for the members of the teaching staff except for those participating in the H.M.O. plan where the employee shall continue to pay the difference in premium.
  6. Effective September 1, 1998 all teachers shall contribute 8% toward the premium for health insurance.
  7. Effective September 1, 2000 all teachers shall contribute 10% toward the premium for health insurance.
  8. The district agrees to implement an IRS Section 125 plan for the deduction of monies for payment of the health insurance premiums described herein.
  9. If an teacher so elects, an employee who otherwise has health insurance protection, shall have the right to decline health insurance and shall be entitled to receive on the last pay day of the calendar year 40% of the premium rate paid by the district. Such election must be made on or before November 1. Once an election is made it shall continue for that calendar year unless revoked by written notice to the district's business office, and then only in accordance with the provisions of the IRS Code 125.

## **ARTICLE XXIII -FRINGE BENEFITS (cont'd)**

- B. The Board shall provide for members of the teaching staff a group life and accidental death insurance plan and assume full cost of such a plan.**
  - 1. The Board shall provide for each member of the staff life and accidental death insurance coverage of \$25,000.**
  - 2. Coverage under the group life and accidental death insurance plan shall begin at the same time of employment of each member of the teaching staff.**
- C. The Board shall make provisions for payroll deductions for a tax sheltered annuity as selected by the Association without obligation on its part. The Board shall provide a clerical service to deduct from the teacher's salary the amount authorized by the individual teacher for transmission to the agent or agency selected by the Association in the manner and at the time authorized by the individual teacher. The Board of Education shall not be responsible for the receipt of the funds deducted and forwarded as authorized by the teacher.**
- D. The Board shall provide for members of the teaching staff a salary continuation plan and assume the full cost of such plan as follows:**
  - 1. The salary continuation plan shall pay 60% of the employee's current annual salary at the time of disability, with a maximum of \$4,000 per month, with a waiting period of 150 calendar days.**
  - 2. Coverage shall begin at the time of the employment of each member of the teaching staff and continue during the employment of said member in the district.**
  - 3. It will be mandated that a staff member must deplete all his or her accumulated sick days before he or she will be placed on the coverage to receive benefits from the salary continuation plan.**
  - 4. The Board shall assume the full cost of extending the existing health insurance plan to a tenured teacher while he is receiving benefits of this disability plan. The health insurance extension shall continue one year for each school year of teaching experience in the South Country School District to a maximum of seven (7) years.**
- E. The Board shall assume the full cost of a dental plan for members of the teaching staff and dependents. The insurance coverage shall be the Paul Revere Reasonable & Customary Plan, or its equal in percentage allowances and reasonable and customary schedules.**

### **ARTICLE XXIII -FRINGE BENEFITS (cont'd)**

- F. The Board shall provide and administer upon a teacher's request, payroll deductions for the repayment of loans to the New York State Teacher's Retirement System.**
- G. If any teacher's employment with the District is terminated because his teaching position has been abolished, the District shall pay him a severance allowance equal to 1/40th (2 1/2%) of his current annual salary for each full year of his teaching service in the District, provided, however, that such allowance shall in no case be less than 2/40ths (5%) nor more than 15/40ths (37 1/2%) of his current annual salary. A terminated teacher otherwise eligible for a severance allowance shall not be entitled to receive such allowance if he is eligible for retirement and elects to retire and to receive the final year increment provided by Article VIII of this Agreement**

## **ARTICLE XXIV**

### **GRADUATE STUDY PROVISIONS**

#### **A. The District shall:**

1. Provide for the receiving of credit on the salary schedule for all graduate courses taken at accredited colleges and universities after fifteen (15) hour blocks are completed. No stipulation or advance approval shall be required for education courses. Other courses shall require advance approval of the Superintendent. For courses commencing on or after September 21, 1997, course work that does not involve direct "seat time" at an accredited institution of higher education shall require prior approval by the Superintendent or designee.
2. Accept a grade average of 2.5 for each fifteen (15) credit hours submitted, based on a 4 point scale where A = 4, B = 3, and C = 2 points. In a pass/fail grading system a "Pass" grade shall be equated as 3.5 points.
3. The District shall continue SCOPE membership for the duration of the contract.
4. SCOPE courses shall be applied at full credit basis toward and for advancement on the salary schedule, to the extent of eight credits per fifteen (15) graduate hours, provided the courses are related to the field of education.
5. A teacher may take all SCOPE, NYSUT, and South Country Teacher Center courses for in service credit. In addition, all district sponsored courses in the teacher's area of certification will be granted for in service credit and do not need prior approval. Reading Council courses may be taken on an unlimited basis. No other course work can be duplicated. All other in service courses not in these categories need prior approval from the Personnel Office.

## **ARTICLE XXV**

### **SPECIAL EDUCATIONAL PROVISIONS**

- A. The district will continue to comply with all laws of the State of New York and all binding regulations of the New York State Department of Education relating to the education of children who are emotionally disturbed or mentally retarded.
- B. When feasible, the district shall hire only certified teachers to teach any special class.
- C. The Building Principals, in cooperation with the teachers involved, and when the students can benefit from such programs, shall schedule classes for instruction in: music, art, library, homemaking, industrial arts, physical education, and speech, whenever these courses are offered, to the same degree that they are offered to other classes in the district.
- D. The district shall provide an aide in each special class for a period of five (5) hours per day. Effective September 1, 1992 the district shall not be required, by contract to provide an aide in resource room classes.
- E. In order that the classroom teacher may arrange the program to give the fullest aid to those children with outstanding problems, specialists participating in screening children shall give a written and oral report to the child's teacher concerning the areas of the pupil's greatest needs. This would include perceptual, physical, neurological or emotional difficulties. Such a screening by specialists would precede the placement of any child in a special or learning disability class.
- F. Special Education teachers at the Middle and Senior High Schools shall have a schedule approximately equivalent to that of an elementary special education teacher.
- G. Special Education teachers shall be provided a day early in the fall semester to schedule conferences with parents, regarding the student's Individual Education Programs (IEPs). During the routine fall parent conference day, Special Education teachers shall be assigned to curriculum development.
- H. Testing for all new special education referrals shall not be the responsibility of the Special Education teacher.
- I. Special Education teachers shall participate in all regular Committee on the Handicapped meetings. Teachers shall not participate in extra sessions.

## ARTICLE XXVI

### DEPARTMENT CHAIRPERSON PROVISIONS

- A. Department chairpersons are responsible for the duties outlined in their job description and shall receive the following benefits:
1. In departments of eleven or more, the chairperson shall have a three-fifths teaching load and shall receive a stipend of \$3,530 in the 1997/98 school year, \$3,636 in the 1998/99 school year, and \$3,754 in the 1999/2000 school year.
  2. In departments of eight, nine or ten, the chairperson shall have a four-fifths teaching load and shall receive a stipend of \$3,352 in the 1997/98 school year, \$3,453 in the 1998/99 school year and \$3,565 in the 1999/2000 school year.
  3. In departments of less than eight, the chairperson shall receive a stipend of \$2,662 in the 1997/98 school year, \$2,742 in the 1998/99 school year and \$2,831 in the 1999/2000 school year.
  4. Notwithstanding the foregoing provisions, any reduced teaching load for the Guidance, Library, and Music department chairpersons may be given at the discretion of the District. They shall receive a stipend in accordance with the number of teachers they supervise.



## ARTICLE XXVII

### PARAPROFESSIONALS

Paraprofessionals are eligible only for provisions outlined below.

- A. Salary - Paraprofessionals will be paid at 70% of the Column and Step of this Agreement.
- B. Sick Days - Paraprofessionals shall receive ten (10) sick days annually, cumulative to thirty (30) days.
- C. Experience Credit - Paraprofessionals who are upgraded to a teaching position shall receive for salary purposes one-half year's experience for each year worked as a Paraprofessional.
- D. Substitute Service - Paraprofessionals may only be requested to substitute for the teacher to whom they are assigned and for no more than four (4) consecutive days at no extra remuneration.
- E. Job Description - A Paraprofessional shall be assigned work according to the agreed upon job description.
- F. Health Insurance - A Paraprofessional shall receive the health insurance plan in effect for teachers.
- G. Work Schedule - Paraprofessionals shall work a teacher calendar and a teacher day.
- H. Evaluation - A Paraprofessional will be evaluated by District Administrative Personnel and under no circumstances shall a member of a teacher bargaining unit have any participation in the evaluation of the Paraprofessional.
- I. Dues Deduction - See Article II
- J. Grievance Procedure - See Article IV
- K. Graduate Study Provisions - See Article XXIV
- L. Duties - Paraprofessionals shall not be assigned duties not assigned to teachers.

**JOB DESCRIPTION****PARAPROFESSIONAL****QUALIFICATIONS**

Bachelor's Degree with sufficient educational courses; a valid teacher certificate preferred

**RESPONSIBLE TO**

Building Principal

**JOB GOAL**

Assist the elementary teacher with the regular instructional program

**RESPONSIBILITIES:**

1. Plans, with the classroom teacher, to meet individual student needs, interests, and abilities of students.
2. Assists in creating a classroom environment conducive to learning and appropriate to the maturity and interests of students.
3. Assists the learning process toward the achievement of curriculum goals.
4. Employs methods and materials most appropriate for meeting stated objectives.
5. Encourages students to set and maintain standards of classroom behavior.
6. Employs a variety of techniques and media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
7. Strives to implement the district's philosophy of education and instructional goals and objectives.
8. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
9. Assists in upholding and enforcing school rules, administrative regulations, and board policy.
10. Attendance and participation in faculty meetings is encouraged, not required.
11. Establishes and maintains cooperative relations with others.

## ARTICLE XXVIII

### EXTRA TEACHING SERVICES

#### Definition

Extra teaching service is recognized as regularly scheduled and sustained instructional service to children during hours which are clearly outside and beyond those hours of service rendered or required in the full exercise of professional teaching responsibilities. Such teaching involves substantial numbers of children and is exercised in connection with an approved program and work schedule. The class, activity, practice, or rehearsal, or other extra-curricular activity shall in the opinion of the principals and superintendent be instrumental in the worthwhile education of children. When a new position is approved, the Board of Education and the BTA shall negotiate the appropriate rate of pay. Personnel will be appointed to these positions for one school year and will be assigned at the beginning of each school year.

#### Payment Schedule for Extra Teaching Services

Payment for these services will be made when the activities program is completed or terminated.

**BELLPORT HIGH SCHOOL****CLUBS & ACTIVITIES**

	<b>1997/98</b>	<b>1998/99</b>	<b>1999/2000</b>
Clipper	2,439	2,512	2,594
Fathom (literary Club)	2,439	2,512	2,594
Central Treasurer	2,439	2,512	2,594
Log	2,439	2,512	2,594
Advertising & Publicity	1,884	1,940	2,003
Student Council Advisor	1,884	1,940	2,003
Musical Director	1,884	1,940	2,003
Musical Producer	1,884	1,940	2,003
Musical Vocal Director	1,884	1,940	2,003
Variety Director	1,884	1,940	2,003
Variety Producer	1,884	1,940	2,003
Variety Vocal Director	1,884	1,940	2,003
Drama Director	1,884	1,940	2,003
Drama Producer	1,884	1,940	2,003
Jazz Ensemble	1,884	1,940	2,003
Weightlifting Club	1,884	1,940	2,003
Center for Excell. Advisor	1,884	1,940	2,003
Center for Excell. Asst. Adv	1,456	1,500	1,549
Musical Orchestra Director	1,456	1,500	1,549
Musical Set Design	1,456	1,500	1,549
Drama Set Design	1,456	1,500	1,549
Musical Accompanist	1,456	1,500	1,549
Drama Costumes	1,456	1,500	1,549
Musical Costumes	1,456	1,500	1,549
Musical Choreographer	1,456	1,500	1,549
Variety Choreographer	1,456	1,500	1,549
Variety Accompanist/Conductor	1,456	1,500	1,549
Drama Set Construction	1,456	1,500	1,549
Musical Set Construction	1,456	1,500	1,549
School Store	1,456	1,500	1,549
Science Honor Society	1,456	1,500	1,549
Class Advisors (2 per grade)	1,456	1,500	1,549
Math Club	1,161	1,196	1,235
Computer Club	1,161	1,196	1,235
Drama Club	1,161	1,196	1,235
Variety Show Set Design	1,161	1,196	1,235
Variety Show Set Const.	1,161	1,196	1,235
National Honor Society	1,161	1,196	1,235
Jr. National Honor Society	1,161	1,196	1,235
French Club/Honor Society	1,161	1,196	1,235
Spanish Club/Honor Society	1,161	1,196	1,235

**BELLPORT HIGH SCHOOL (cont'd)**

<b>CLUBS &amp; ACTIVITIES</b>	<b>1997/98</b>	<b>1998/99</b>	<b>1999/2000</b>
SEQ Advisor	1,161	1,196	1,235
Movers & Challengers	1,161	1,196	1,235
Outing/Cycling Club	1,161	1,196	1,235
SADD	1,161	1,196	1,235
DECA	1,161	1,196	1,235
Interact/Rotary	1,161	1,196	1,235
Chess Club	1,161	1,196	1,235
Key Club	1,161	1,196	1,235
Academic Decathlon Club	1,161	1,196	1,235
Peer Facilitator Advisor	1,161	1,196	1,235
Future Teachers Club	1,161	1,196	1,235
Variety Show-Costume Make-Up	1,020	1,050	1,084
Variety Show-Script Writer	874	901	930
Drama/Musical Posters Club	734	756	781
Lighting - Musical	734	756	781
Lighting - Drama	734	756	781
Lighting - Variety	734	756	781
9-19 Club	734	756	781
Model Club	734	756	781
Sound - Musical	734	756	781
Sound - Drama	734	756	781
Sound - Variety	734	756	781
Supv./Att. @ Play Days (2)	155	159	164
Supv./Att. @ NYSSMA	117	121	125
Skiing Club	117	121	125
Band Director	117	121	125
Rooter's Bus Supervisor	90	92	95
PEP Band Advisor	84	87	90
Scorekeeper/Timekeeper	71	73	76
Chaperone	71	73	76
Writing Club	50	52	54

**BELLPORT MIDDLE SCHOOL****CLUBS & ACTIVITIES**

	<b>1997/98</b>	<b>1998/99</b>	<b>1999/2000</b>
Musical Director	1,884	1,940	2,003
Vocal Director	1,884	1,940	2,003
Musical Producer	1,884	1,940	2,003
Musical Choreographer	1,456	1,500	1,549
Musical Accompanist	1,456	1,500	1,549
Jazz Ensemble	1,456	1,500	1,549
Costumes/Materials Advisor	1,456	1,500	1,549
Yearbook Advisor	1,456	1,500	1,549
Spinnaker	1,456	1,500	1,549
Central Treasurer	1,456	1,500	1,549
Newspaper Advisor	1,456	1,500	1,549
Audio/Visual Advisor	1,456	1,500	1,549
Home & Career Skills	1,456	1,500	1,549
Junior Honor Society	1,456	1,500	1,549
Musical Lighting	1,161	1,196	1,235
Musical Set Design	1,161	1,196	1,235
Musical Set Construction	1,161	1,196	1,235
Weightlifting Club	1,161	1,196	1,235
Student Council	1,161	1,196	1,235
Ceramics Club	1,161	1,196	1,235
Computer Club	1,161	1,196	1,235
Math Club	1,161	1,196	1,235
Science Club	1,161	1,196	1,235
History Club	1,161	1,196	1,235
Art Club	1,161	1,196	1,235
Just Say No	1,161	1,196	1,235
Clarinet Choir	1,019	1,049	1,083
Chess Club	1,019	1,049	1,083
Jazz Band	1,019	1,049	1,083
French Club	1,019	1,049	1,083
Spanish Club	1,019	1,049	1,083
South Country Singers	1,019	1,049	1,083
Bicycle Club	1,019	1,049	1,083
Woodworking Club	1,019	1,049	1,083
Garden Advisor	711	732	756
Band Director (Mem. Day)	117	121	125
Supvr./Att. @ NYSSMA	117	121	125
Scorekeeper/Timekeeper	71	73	76
Chaperon	71	73	76
Pom-Pom Girls	39	40	42

**FRANK P. LONG SCHOOL**

**CLUBS & ACTIVITIES**

Photo & Yearbook Club

Student Council Advisor

**1997/98**

1,456

1,161

**1998/99**

1,500

1,196

**1999/2000**

1,549

1,235

## ATHLETICS

<b>BOYS ACTIVITIES</b>	<b>1997/98</b>	<b>1998/99</b>	<b>1999/2000</b>
Basketball - Varsity	4,850	4,996	5,158
Basketball - J/V	3,334	3,434	3,546
Basketball - Grade 9	2,674	2,754	2,844
Basketball - Grades 7-8	2,318	2,387	2,465
 Bowling	 2,674	 2,754	 2,844
Track - Varsity	4,425	4,558	4,706
Track - Asst. Varsity	3,041	3,132	3,234
Track - Grade 9	2,246	2,314	2,389
Track - Grades 7-8	2,023	2,084	2,152
Track - Varsity - Winter	4,425	4,558	4,706
 Baseball - Varsity	 4,425	 4,558	 4,706
Baseball - J/V	3,334	3,434	3,546
Baseball - Grade 9	2,387	2,458	2,538
Baseball - Grades 7-8	2,023	2,084	2,152
 Cross Ctry. - Varsity	 3,796	 3,909	 4,036
Cross Ctry. - Grades 7-8-9	2,163	2,228	2,300
 Gymnastics - Varsity	 3,987	 4,107	 4,240
Gymnastics - Asst. Varsity	2,896	2,983	3,080
Gymnastics - Grades 7-8	2,246	2,314	2,389
 Tennis - Varsity	 2,968	 3,058	 3,157
Tennis - J/V	1,951	2,009	2,075
 Golf - Varsity	 2,674	 2,754	 2,844
Golf - J/V	1,951	2,009	2,075
 Soccer - Varsity	 3,987	 4,107	 4,240
Soccer - J/V	2,896	2,983	3,080
Soccer - Grade 9	2,573	2,650	2,736
Soccer - Grades 7-8	2,246	2,314	2,389
 Wrestling - Varsity	 4,850	 4,996	 5,158
Wrestling - J/V	3,334	3,434	3,546
Wrestling - Grade 9	2,674	2,754	2,844
Wrestling - Grades 7-8	2,318	2,387	2,465



## ATHLETICS cont'd

<b>BOYS ACTIVITIES</b>	<b>1997/98</b>	<b>1998/99</b>	<b>1999/2000</b>
Football - Head Coach	5,217	5,373	5,548
Football - Asst. Varsity (2)	3,690	3,801	3,925
Football - J/V (2)	3,477	3,582	3,698
Football - Grade 9 (2)	3,041	3,132	3,234
Football - Grades 7-8 (2)	2,667	2,747	2,836
Lacrosse - Varsity	4,425	4,558	4,706
Lacrosse - J/V	3,334	3,434	3,546
Lacrosse - Grade 9	2,387	2,458	2,538
Lacrosse - Grades 7-8	2,023	2,084	2,152
<b>GIRLS ACTIVITIES</b>			
Basketball - Varsity	4,850	4,996	5,158
Basketball - J/V	3,334	3,434	3,546
Basketball - Grade 9	2,674	2,754	2,844
Basketball - Grades 7-8	2,318	2,387	2,465
Volleyball - Varsity	4,850	4,996	5,158
Volleyball - J/V	3,334	3,434	3,546
Volleyball - Grades 7-8	2,318	2,387	2,465
Softball - Varsity	4,425	4,558	4,706
Softball - J/V	3,334	3,434	3,546
Softball - Grades 7-8	2,023	2,084	2,152
Tennis - Varsity	2,968	3,058	3,157
Tennis - J/V	1,951	2,009	2,075
Cross Country	3,796	3,909	4,036
Track - Varsity	4,425	4,558	4,706
Track - Asst. Varsity	3,041	3,132	3,234
Track - Grades 7-8	2,023	2,084	2,152
Track - Varsity - Winter	4,425	4,558	4,706
Soccer - Varsity	3,987	4,107	4,240
Soccer - J/V	2,896	2,983	3,080
Soccer - Grades 7-8	2,246	2,314	2,389

## ATHLETICS cont'd

<b>GIRLS ACTIVITIES</b>	<b>1997/98</b>	<b>1998/99</b>	<b>1999/2000</b>
Cheerleading - Varsity	5,596	5,764	5,951
Cheerleading - J/V	4,021	4,142	4,277
Cheerleading - Grade 9	2,506	2,581	2,665
Clipperette Drill Team	5,596	5,764	5,951
 Bowling	 2,674	 2,754	 2,844

### INTRAMURALS

Intramural activities will be  
paid at a per session fee of:

39                      40                      42

#### HIGH SCHOOL    MIDDLE SCHOOL    FRANK P. LONG

FALL	40 sessions	100 sessions	20 sessions
EARLY WINTER	32 "	72 "	15 "
LATE WINTER	32 "	72 "	15 "
SPRING	40 "	100 "	20 "

	<u>1997/98</u>	<u>1998/99</u>	<u>1999/2000</u>
Brookhaven	\$2,896	\$2,983	\$3,080
Frank P. Long	\$2,896	\$2,983	\$3,080
Verne Critz	\$1,159	\$1,194	\$1,233
Kreamer	\$1,159	\$1,194	\$1,233
South Haven	\$1,159	\$1,194	\$1,233

Money from the fund will be distributed as determined by the building principal to faculty of that building for extra teacher services performed outside the school day. This fund will not be used to fund any activity itemized for elementary schools in Article XXVIII.

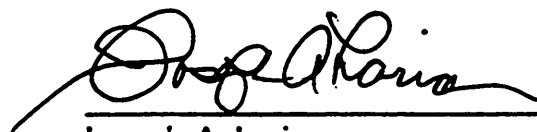
## EFFECTIVE DATES AND DURATION

1. This agreement shall be effective as of September 1, 1994 and shall expire on August 31, 2002.
2. This agreement is the only written agreement between the parties and supersedes all other agreements previously entered into for the period of time set forth above.
3. The district will continue in effect all benefits and provisions of this agreement beyond the termination date of this agreement and until either a new agreement is reached or until the procedures for the resolution of disputes set forth in Section 209 of the Public Employee's Fair Employment Law have been exhausted, whichever occurs sooner.
4. If any provision of this agreement is or shall become contrary to law, then such provisions shall be deemed deleted from this agreement, but all other provisions shall continue in full force and effect.
5. The parties agree that each has exercised its right to bargain for any provisions it wished to be included in this contract. The parties further recognize and agree that as to every matter, a final decision as to which is reserved to the Board of Education hereunder, or as to which the Board specifically retains discretion hereunder, the Board continues to retain, whether exercised or not, the sole and unquestioned right to exercise in its discretion, its duties, powers, responsibilities and rights in the direction and management of the South Country Central School District, Town of Brookhaven. this clause shall not be interpreted so as to affect the rights granted by Article IV.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized officers on the \_\_\_\_ day

SOUTH COUNTRY CENTRAL SCHOOL DISTRICT  
Brookhaven Town  
Suffolk County, New York

  
Michael Dinowitz, President  
Bellport Teachers Association

  
Joseph A. Laria  
Superintendent of Schools  
South Country Central School District

# APPENDIX A - INDEX TABLE

	B	B+15	B+30	M (B+45)	M+15 (B+60)	M+30	M+45	M+60	M+75
1	1.000	1.055	1.110	1.165	1.220	1.275	1.330	1.385	1.440
2	1.055	1.110	1.165	1.220	1.275	1.330	1.385	1.440	1.495
3	1.110	1.165	1.220	1.275	1.330	1.385	1.440	1.495	1.550
4	1.165	1.220	1.275	1.330	1.385	1.440	1.495	1.550	1.605
5	1.220	1.275	1.330	1.385	1.440	1.495	1.550	1.605	1.660
6	1.275	1.330	1.385	1.440	1.495	1.550	1.605	1.660	1.715
7	1.330	1.385	1.440	1.495	1.550	1.605	1.660	1.715	1.770
8	1.385	1.440	1.495	1.550	1.605	1.660	1.715	1.770	1.825
9	1.440	1.495	1.550	1.605	1.660	1.715	1.770	1.825	1.880
10	1.495	1.550	1.605	1.660	1.715	1.770	1.825	1.880	1.935
11	1.550	1.605	1.660	1.715	1.770	1.825	1.880	1.935	1.990
12	1.605	1.660	1.715	1.775	1.830	1.885	1.940	1.995	2.050
13	1.660	1.715	1.770	1.835	1.890	1.945	2.000	2.055	2.110
14	1.715	1.770	1.825	1.895	1.950	2.005	2.060	2.115	2.170
15	1.770	1.825	1.880	1.955	2.010	2.065	2.120	2.175	2.230
16	1.825	1.880	1.935	2.015	2.070	2.125	2.180	2.235	2.290
17	1.880	1.935	1.990	2.075	2.130	2.185	2.240	2.295	2.350
18	1.935	1.990	2.045	2.135	2.190	2.245	2.300	2.355	2.410
19			2.100	2.195	2.250	2.305	2.360	2.415	2.470
20					2.310	2.365	2.420	2.475	2.530
21							2.480	2.535	2.590

## SALARY SCHEDULE 1994/95 &amp; 1995/96

	B	B+15	B+30	M (B+45)	M+15 (B+60)	M+30	M+45	M+60	M+75
1	30,983	32,687	34,391	36,095	37,799	39,503	41,207	42,911	44,616
2	32,687	34,391	36,095	37,799	39,503	41,207	42,911	44,616	46,320
3	34,391	36,095	37,799	39,503	41,207	42,911	44,616	46,320	48,024
4	36,095	37,799	39,503	41,207	42,911	44,616	46,320	48,024	49,728
5	37,799	39,503	41,207	42,911	44,616	46,320	48,024	49,728	51,432
6	39,503	41,207	42,911	44,616	46,320	48,024	49,728	51,432	53,136
7	41,207	42,911	44,616	46,320	48,024	49,728	51,432	53,136	54,840
8	42,911	44,616	46,320	48,024	49,728	51,432	53,136	54,840	56,544
9	44,616	46,320	48,024	49,728	51,432	53,136	54,840	56,544	58,248
10	46,320	48,024	49,728	51,432	53,136	54,840	56,544	58,248	59,952
11	48,024	49,728	51,432	53,136	54,840	56,544	58,248	59,952	61,656
12	49,728	51,432	53,136	54,995	56,699	58,403	60,107	61,811	63,515
13	51,432	53,136	54,840	56,854	58,558	60,262	61,966	63,670	65,374
14	53,136	54,840	56,544	58,713	60,417	62,121	63,825	65,529	67,233
15	54,840	56,544	58,248	60,572	62,276	63,980	65,684	67,388	69,092
16	56,544	58,248	59,952	62,431	64,135	65,839	67,543	69,247	70,951
17	58,248	59,952	61,656	64,290	65,994	67,698	69,402	71,106	72,810
18	59,952	61,656	63,360	66,149	67,853	69,557	71,261	72,965	74,669
19			65,064	68,008	69,712	71,416	73,120	74,824	76,528
20					71,571	73,275	74,979	76,683	78,387
21							76,838	78,542	80,246

A SALARY SCHEDULE FOR 1996/97									
	Base Salary								31293
	B	B+15	B+30	M (B+45)	M+15 (B+60)	M+30	M+45	M+60	M+75
1	31293	33014	34735	36456	38177	39899	41620	43341	45062
2	33014	34735	36456	38177	39899	41620	43341	45062	46783
3	34735	36456	38177	39899	41620	43341	45062	46783	48504
4	36456	38177	39899	41620	43341	45062	46783	48504	50225
5	38177	39899	41620	43341	45062	46783	48504	50225	51946
6	39899	41620	43341	45062	46783	48504	50225	51946	53667
7	41620	43341	45062	46783	48504	50225	51946	53667	55389
8	43341	45062	46783	48504	50225	51946	53667	55389	57110
9	45062	46783	48504	50225	51946	53667	55389	57110	58831
10	46783	48504	50225	51946	53667	55389	57110	58831	60552
11	48504	50225	51946	53667	55389	57110	58831	60552	62273
12	50225	51946	53667	55545	57266	58987	60708	62430	64151
13	51946	53667	55389	57423	59144	60865	62586	64307	66028
14	53667	55389	57110	59300	61021	62742	64464	66185	67906
15	55389	57110	58831	61178	62899	64620	66341	68062	69783
16	57110	58831	60552	63055	64777	66498	68219	69940	71661
17	58831	60552	62273	64933	66654	68375	70096	71817	73539
18	60552	62273	63994	66811	68532	70253	71974	73695	75416
19			65715	68688	70409	72130	73851	75573	77294
20					72287	74008	75729	77450	79171
21							77607	79328	81049

B Salary Schedule Year 1997/98 Base Salary 32232									
	B	B+15	B+30	M (B+45)	M+15 (B+60)	M+30	M+45	M+60	M+75
1	32232	34005	35778	37550	39323	41096	42869	44641	46414
2	34005	35778	37550	39323	41096	42869	44641	46414	48187
3	35778	37550	39323	41096	42869	44641	46414	48187	49960
4	37550	39323	41096	42869	44641	46414	48187	49960	51732
5	39323	41096	42869	44641	46414	48187	49960	51732	53505
6	41096	42869	44641	46414	48187	49960	51732	53505	55278
7	42869	44641	46414	48187	49960	51732	53505	55278	57051
8	44641	46414	48187	49960	51732	53505	55278	57051	58823
9	46414	48187	49960	51732	53505	55278	57051	58823	60596
10	48187	49960	51732	53505	55278	57051	58823	60596	62369
11	49960	51732	53505	55278	57051	58823	60596	62369	64142
12	51732	53505	55278	57212	58985	60757	62530	64303	66076
13	53505	55278	57051	59146	60918	62691	64464	66237	68010
14	55278	57051	58823	61080	62852	64625	66398	68171	69943
15	57051	58823	60596	63014	64786	66559	68332	70105	71877
16	58823	60596	62369	64947	66720	68493	70266	72039	73811
17	60596	62369	64142	66881	68654	70427	72200	73972	75745
18	62369	64142	65914	68815	70588	72361	74134	75906	77679
19			67687	70749	72522	74295	76068	77840	79613
20					74456	76229	78001	79774	81547
21							79935	81708	83481



C Salary Schedule Year 1998/99 Base Salary 33199									
	B	B+15	B+30	M (B+45)	M+15 (B+60)	M+30	M+45	M+60	M+75
1	33199	35025	36851	38677	40503	42329	44155	45981	47807
2	35025	36851	38677	40503	42329	44155	45981	47807	49633
3	36851	38677	40503	42329	44155	45981	47807	49633	51458
4	38677	40503	42329	44155	45981	47807	49633	51458	53284
5	40503	42329	44155	45981	47807	49633	51458	53284	55110
6	42329	44155	45981	47807	49633	51458	53284	55110	56936
7	44155	45981	47807	49633	51458	53284	55110	56936	58762
8	45981	47807	49633	51458	53284	55110	56936	58762	60588
9	47807	49633	51458	53284	55110	56936	58762	60588	62414
10	49633	51458	53284	55110	56936	58762	60588	62414	64240
11	51458	53284	55110	56936	58762	60588	62414	64240	66066
12	53284	55110	56936	58928	60754	62580	64406	66232	68058
13	55110	56936	58762	60920	62746	64572	66398	68224	70050
14	56936	58762	60588	62912	64738	66564	68390	70216	72042
15	58762	60588	62414	64904	66730	68556	70382	72208	74034
16	60588	62414	64240	66896	68722	70548	72374	74200	76026
17	62414	64240	66066	68888	70714	72540	74366	76192	78018
18	64240	66066	67892	70880	72706	74532	76358	78184	80010
19			69718	72872	74698	76524	78350	80176	82002
20					76690	78516	80342	82168	83993
21							82334	84159	85985

D	Salary Schedule					Year 1999 Sep-2000 Jan		Base Salary		34195
	B	B+15	B+30	M (B+45)	M+15 (B+60)	M+30	M+45	M+60	M+75	
1	34195	36076	37956	39837	41718	43599	45479	47360	49241	
2	36076	37956	39837	41718	43599	45479	47360	49241	51122	
3	37956	39837	41718	43599	45479	47360	49241	51122	53002	
4	39837	41718	43599	45479	47360	49241	51122	53002	54883	
5	41718	43599	45479	47360	49241	51122	53002	54883	56764	
6	43599	45479	47360	49241	51122	53002	54883	56764	58644	
7	45479	47360	49241	51122	53002	54883	56764	58644	60525	
8	47360	49241	51122	53002	54883	56764	58644	60525	62406	
9	49241	51122	53002	54883	56764	58644	60525	62406	64287	
10	51122	53002	54883	56764	58644	60525	62406	64287	66167	
11	53002	54883	56764	58644	60525	62406	64287	66167	68048	
12	54883	56764	58644	60696	62577	64458	66338	68219	70100	
13	56764	58644	60525	62748	64629	66509	68390	70271	72151	
14	58644	60525	62406	64800	66680	68561	70442	72322	74203	
15	60525	62406	64287	66851	68732	70613	72493	74374	76255	
16	62406	64287	66167	68903	70784	72664	74545	76426	78307	
17	64287	66167	68048	70955	72835	74716	76597	78478	80358	
18	66167	68048	69929	73006	74887	76768	78649	80529	82410	
19			71810	75058	76939	78819	80700	82581	84462	
20					78990	80871	82752	84633	86513	
21							84804	86684	88565	

E		Salary Schedule				Year 2000 Feb-Jun				Base Salary		34366
	B	B+15	B+30	M (B+45)	M+15 (B+60)	M+30	M+45	M+60	M+75			
1	34366	36256	38146	40036	41927	43817	45707	47597	49487			
2	36256	38146	40036	41927	43817	45707	47597	49487	51377			
3	38146	40036	41927	43817	45707	47597	49487	51377	53267			
4	40036	41927	43817	45707	47597	49487	51377	53267	55157			
5	41927	43817	45707	47597	49487	51377	53267	55157	57048			
6	43817	45707	47597	49487	51377	53267	55157	57048	58938			
7	45707	47597	49487	51377	53267	55157	57048	58938	60828			
8	47597	49487	51377	53267	55157	57048	58938	60828	62718			
9	49487	51377	53267	55157	57048	58938	60828	62718	64608			
10	51377	53267	55157	57048	58938	60828	62718	64608	66498			
11	53267	55157	57048	58938	60828	62718	64608	66498	68388			
12	55157	57048	58938	61000	62890	64780	66670	68560	70450			
13	57048	58938	60828	63062	64952	66842	68732	70622	72512			
14	58938	60828	62718	65124	67014	68904	70794	72684	74574			
15	60828	62718	64608	67186	69076	70966	72856	74746	76636			
16	62718	64608	66498	69247	71138	73028	74918	76808	78698			
17	64608	66498	68388	71309	73200	75090	76980	78870	80760			
18	66498	68388	70278	73371	75262	77152	79042	80932	82822			
19			72169	75433	77324	79214	81104	82994	84884			
20					79385	81276	83166	85056	86946			
21							85228	87118	89008			

**SOUTH COUNTRY CENTRAL SCHOOL DISTRICT  
East Patchogue, New York**

**AGREEMENT TO PROVIDE HEALTH BENEFITS TO RETIREE**

This is an agreement by and between the South Country Central School District and \_\_\_\_\_, a retiring employee of the school district.

For any teacher retiring prior to September 1, 1998, the school district agrees to pay 100% of the cost of the premium for health benefits for the retiree, and 90% of the premium difference between the "Family Plan" and the "Individual Plan" for dependent coverage if such coverage is elected by the retiree.

For any teacher retiring September 1, 1998 through August 31, 2000, the school district agrees to pay 92% of the total cost of the premium option (individual/family) for health benefits for the retiree.

For any teacher retiring September 1, 2000 and thereafter, the school district agrees to pay 90% of the total cost of the premium option (individual/family) for health benefits for the retiree.

The health insurance program covered by the agreement is the health insurance program in effect for active employees of the school district.

The school district specifically recognizes that said employee has relied upon the promise contained herein by the school district to pay the cost of benefits for said retiree pursuant to this agreement and his or her dependents enrolled in the Plan for the lifetime of said retiree.

If the retiree dies and leaves a surviving spouse, such spouse may maintain full participation rights in the existing health plan at no cost to the district.

It is further understood that upon said employee reaching the age of eligibility for Medicare that the health benefits herein shall be provided as co-insurance of the Medicare coverage.

By the signature which appears below, the school district acknowledges that this agreement has been adopted by a formal resolution of the Board of Education of the school district at a duly-constituted meeting.

Board of Education  
South Country School District

by: \_\_\_\_\_  
District Clerk

\_\_\_\_\_  
Date